

1 BILL NO. S-85-07- 14

2 SPECIAL ORDINANCE NO. S- 142-85

3 AN ORDINANCE approving Civil City
4 Purchase Orders #A-40690 and
5 #A-40691 with May Stone and Gravel
6 and Hixson Gravel and Sand, respectively,
7 for the Street Department of the City
8 of Fort Wayne, Indiana.

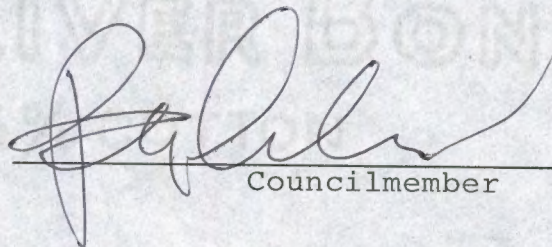
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That Civil City Purchase Orders #A-40690
12 and #A-40691, between the City of Fort Wayne, Indiana, by and
13 through the Civil City Purchasing Agent, and the Department of
14 Purchasing and May Stone and Gravel and Hixson Gravel and Sand,
15 respectfully for:

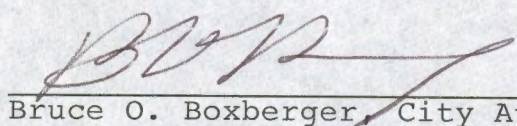
16 the purchase of aggregates for the
17 Street Department of the City of
18 Fort Wayne per the specifications
19 in Bid Reference #1204;

20 involving a total cost of Fifty Thousand and No/100 Dollars
21 (\$50,000.00) - (May Stone & Gravel - \$30,000.00; Hixson Sand &
22 Gravel - \$20,000.00), all as more particularly set forth in said
23 Purchase Orders and Bid Reference #1204, which are on file in the
24 Office of the Department of Purchasing, and are by reference incor-
25 porated herein, made a part hereof, and are hereby in all things
26 ratified, confirmed and approved.

27 SECTION 2. That this Ordinance shall be in full force
28 and effect from and after its passage, and any and all necessary
29 approval by the Mayor.

30 
31 Councilmember

32 APPROVED AS TO FORM
AND LEGALITY

33 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by E. Isfah, seconded by Denny, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 5-23-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by E. Isfah, seconded by Denny, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	<u>✓</u>	_____

DATE: 8-13-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-142-85

on the 13th day of August, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of August, 1985, at the hour of 11:00 o'clock PM.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of August, 1985, at the hour of 12:30 o'clock PM.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

A- 40691

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

STREET DEPARTMENT
1701 S LAFAYETTE ST
FORT WAYNE IN 46803

880

HIXON SAND & GRAVEL INC
RR 1
GARRETT IN 46738

8313-01

DELIVER TO: DEPART-
MENT OR DIVISION

STREET DEPARTMENT
1701 S LAFAYETTE ST
FORT WAYNE IN 46803

DATE 07/17/85

REQ. NO. 00080

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

XX

CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER 1-28-128-120-14-271

CASH DISCOUNT TERMS
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

% IF PAID WITHIN

DAYS FROM DELIVERY AND

C040691

CM

A

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
1	BKT	TAX EXEMPT (UNLESS OTHERWISE INDICATED) *001 BLANKET P.O. - PER BID NO. 1204 THIS DOCUMENT IS A BLANKET PURCHASE AUTHORI- ZATION COVERING PURCHASES BY THE STREET DE- PARTMENT. THESE PURCHASES WILL BE LIMITED TO 14-2 SAND AND TOP SOIL PER SPECIFICATIONS IN BID REFE- RENCE NO. 1204. TERM OF AGREEMENT: 8-1-85 THROUGH 12-31-85. THE ACCUMULATED PURCHASES DURING THE ABOVE TERM SHALL NOT EXCEED THE AMT OF \$20000.00. EACH RELEASE FOR A PURCHASE BY THE BUYER MUST CONTAIN THE BLANKET PURCHASE ORDER NUM- BER AND THE SELLERS INVOICES MUST REFERENCE THE BLANKET PURCHASE ORDER NUMBER TO BE VALID FOR PAYMENT. THIS BLANKET PURCHASE ORDER MAY BE CANCELLED AT ANY TIME BY THE PURCHASING DEPARTMENT. SUBJECT TO COUNCILMANIC APPROVAL: ORDINANCE NO: _____ DATE: _____ FOR INFORMATION: PURCHASING 219-427-1101	20000.00	20000.00
			TOTAL	20000.00

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC., NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHOR-
IZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PER _____

PER _____

APPROVED BY THE
STATE BOARD OF
ACCOUNTS FOR
CITY UTILITIES AND
CIVIL CITY OF
FORT WAYNE 1980

City of Fort Wayne
DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

STREET DEPARTMENT
1701 S LAFAYETTE ST
FORT WAYNE IN 46803

880

MAY STONE & SAND
PO BOX 11332
FT WAYNE IN 46857

1580-02

DELIVER TO: DEPART-
MENT OR DIVISION

STREET DEPARTMENT
1701 S LAFAYETTE ST
FORT WAYNE IN 46803

PURCHASE ORDER NUMBER

A- 40690

DATE 07/17/85

REQ. NO. 00080

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

XX

CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER 1-28-128-120-14-271

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

C040690

CM

B

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
1	BKT	*001 BLANKET P.O. - PER BID NO. 1204 THIS DOCUMENT IS A BLANKET PURCHASE AUTHORI- ZATION COVERING PURCHASES BY THE STREET DE- PARTMENT. THESE PURCHASES WILL BE LIMITED TO #1, #2, #10F, #53, #73, #7, #8, #9, #11 AND #12 STONE PER SPECIFICATIONS IN BID REF #1204. TERM OF AGREEMENT: 8-1-85 THROUGH 12-31-85. THE ACCUMULATED PURCHASES DURING THE ABOVE TERM SHALL NOT EXCEED THE AMT OF \$30000.00. EACH RELEASE FOR A PURCHASE BY THE BUYER MUST CONTAIN THE BLANKET PURCHASE ORDER NUM- BER AND THE SELLERS INVOICES MUST REFERENCE THE BLANKET PURCHASE ORDER NUMBER TO BE VALID FOR PAYMENT. THIS BLANKET PURCHASE ORDER MAY BE CANCELLED AT ANY TIME BY THE PURCHASING DEPARTMENT. SUBJECT TO COUNCILMANIC APPROVAL: ORDINANCE NO: _____ DATE: _____	30000.00	30000.00
FOR INFORMATION:	PURCHASING	219-427-1101	TOTAL	30000.00

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC., NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHO-
RIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PER _____

PER _____

ZONE 1

#26/TBM LOADS

AGGREGATE BID # 1204 - MAY 1985 - STREET DEPARTMENT ***** ZONE 2

***** CRUSHED LIMESTONE *****	W & W GRAVEL	STONE STREET	NIXON	ALLEN CITY STONE	OLD PEARLE	KLINK	MAY STONE	BRUDI	CANYON SAND	PHOENIX STONE
1,2,10F		\$5.00		\$5.70		\$5.35	\$4.85			
53,73		\$5.00		\$5.70		\$5.35	\$4.85			
4,5				\$6.00		\$5.45	\$5.15			
7,8,9 (TYPE P)				\$6.95						
7,8,9 (TYPE D)		\$5.50		\$6.05		\$5.45	\$5.35			
11,12 (TYPE P)				\$7.20						
11,12 (TYPE D)		\$5.50		\$6.30		\$5.65	\$5.45			
RIP RAP		\$5.10		\$5.75		\$5.35	\$4.95			
SAND	\$3.90			\$4.35						
SAND 14-2	\$5.50	\$4.50	\$3.69	\$6.20		\$4.00	\$5.75	\$6.40	\$3.84	
SAND 17			\$5.25	\$8.20			\$8.55		\$6.50	\$9.00
SAND FILL	\$3.95	\$3.50	\$3.45	\$4.30		\$3.50	\$4.05	\$3.70	\$4.20	
GRAVEL	\$3.95									
GRAVEL 12,4			\$5.00	\$7.20		\$5.25	\$10.05		\$3.90	
GRAVEL BANK SCREEN	\$3.95	\$4.50	\$4.25	\$4.55		\$5.50		\$3.90	\$4.55	
GRAVEL BANK, UNSCREEN		\$4.25	\$3.75		\$3.50	\$4.25		\$3.35	\$4.50	
GRAVEL BANK, CRUSHED 53,73	\$4.95		\$4.90			\$4.75		\$5.35	\$5.00	
TOP SOIL	\$8.50		\$6.00		\$9.75	\$9.60		\$10.70	\$7.50	
BLACK DIRT	\$6.50					\$11.00				\$11.00
FUD FILL				\$2.15						
CHIFFER BOX				\$45.00						

*20/TON LOADS

AGGREGATE BID # 1204 - MAY 1985 - STREET DEPARTMENT ***** ZONE 3

	W & W GRAVEL	STONE STREET	HILTON	ALLEN CITY STONE	OLD FRARIE	KLING	MAY STONE	BRIDI	CANYON SAND	PHOENIX STONE
*** CRUSHED LIMESTONE ***										
1,2,10F	NO/BID	\$5.00		\$5.80		\$5.55	\$5.20			NO/BID
53,73		\$5.00		\$5.80		\$5.55	\$5.20			
4,5				\$6.10		\$5.65	\$5.40			
7,8,9 (TYPE P)				\$7.05						
7,8,9 (TYPE D)		\$5.50		\$6.15		\$5.55	\$5.40			
11,12, (TYPE P)				\$7.30						
11,12 (TYPE D)		\$5.50		\$6.40		\$5.75	\$5.50			
RIP RAP		\$5.10		\$5.85		\$5.55	\$5.50			
SAND				\$4.45						
SAND 14 -2		\$4.50	\$3.90	\$6.30		\$4.49	\$5.85	\$6.50	\$5.70	
SAND 17			\$5.40	\$8.30			\$8.60		\$6.95	
SAND FILL		\$3.50	\$3.65	\$4.40		\$3.75	\$4.10	\$3.80	\$4.00	
GRAVEL										
GRAVEL 12,4			\$4.95	\$7.30		\$5.25	\$10.10		\$5.10	
GRAVEL BANK SCREEN		\$4.50	\$4.00	\$4.65		\$5.70		\$4.00	\$4.25	
GRAVEL BANK, UNSCREEN		\$4.25	\$3.85		\$3.75	\$4.45			\$4.25	
GRAVEL BANK, CRUSHED 53,73			\$4.70			\$4.75		\$5.62	\$5.50	
TOP SOIL			\$7.75	\$9.80	\$9.50	\$8.50		\$9.00	\$8.90	
BLACK DIRT				\$10.80		\$12.50				
PUG MILL				\$2.15						
CHIPPER BOX				\$49.00						

*20/TON LOADS

AGGREGATE B10 1204 - MAY 1985 - STREET DEPARTMENT ***** ZONE 4

*** CRUSHED LIMESTONE ***											PHOENIX STONE
	M & M GRAVEL	STONE STREET	HIXON	ALLEN CITY STONE	OLD PRARIE	ALLIN	MAY STONE	BRUDT	CANYON SAND		
	NO/DID									NO/DID	
1,2,10F		\$5.00		\$6.20		\$5.75	\$5.25				
55,73		\$5.00		\$6.20		\$5.75	\$5.25				
4,5				\$6.50		\$5.85	\$5.45				
7,8,9 (TYPE P)				\$7.45							
7,8,9 (TYPE O)		\$5.50		\$6.55		\$5.75	\$5.45				
11,12, (TYPE P)				\$7.70							
11,12 (TYPE O)		\$5.50		\$6.80		\$5.95	\$5.55				
RIP RAP		\$5.10		\$6.25		\$5.75	\$5.55				
SAND				\$4.85							
SAND 14 -2		\$4.50	\$4.10	\$6.70		\$4.49	\$5.90	\$6.45	\$5.70		
SAND 17			\$5.40	\$8.70			\$8.65		\$6.95		
SAND FILL		\$3.50	\$3.60	\$4.80		\$3.75	\$4.15	\$3.75	\$4.00		
GRAVEL											
GRAVEL 12,4			\$5.00	\$7.70		\$5.25	\$10.15		\$5.10		
GRAVEL BANK SCREEN		\$4.50	\$4.25	\$5.05		\$5.90		\$3.95	\$4.25		
GRAVEL BANK, UNSCREEN		\$4.25	\$3.75		\$4.00	\$4.65			\$4.25		
GRAVEL BANK, CRUSHED 55,73			\$4.90			\$4.75		\$5.68	\$5.90		
TOP SOIL			\$8.00	\$10.20	\$9.75	\$8.75		\$8.95	\$8.90		
BLACK DIRT				\$11.20		\$14.00					
PUG MILL				\$2.15							
CHIPPER BOX				\$49.00							

*20/10H LOADS

AGGREGATE BID # 1204 - MAY 1985 - STREET DEPARTMENT *****

PICK UP

	M & M GRAVEL	STONE STREET	HIXON	ALLEN CITY STONE	OLD PHARIE	MAY STONE	BROOK STONE	CANYON SAND	PHOENIX STONE
*** CRUSHED Limestone ***	PIT A	PIT B	PIT A	PIT A	PIT A	PIT A	PIT B	PIT A	PIT A
1,2,10F									
53,73									
4,5									
7,8,9 (TYPE P)									
7,8,9 (TYPE D)									
11,12 (TYPE P)									
11,12 (TYPE D)									
RIP RAP									
SAND									
SAND 14-2									
SAND 17									
SAND FILL									
GRAVEL									
GRAVEL 12,4									
GRAVEL BANK SCREEN									
GRAVEL BANK, UNSCREEN									
GRAVEL BANK, CRUSHED 53,73									
TOP SOIL									
BLACK DIRT									
PUG MILL									
CHIPPER BOX									

*20/TON LOADS

ADDRESSES:
M & M PIT A
SOUTH ANTHONY EXIT E. OF MILDEN RD. 1/2 MI ON NORTH SIDE
M & M PIT B
US 241 4 MILES WEST 1-69

ALLEN COUNTY STONE PIT A
7130 LOWER HUNTINGTON RD
FORT WAYNE

BROOK - PIT A
2100 LOWER HUNTINGTON RD
FORT WAYNE

STONE STREET PIT A
5536 HIGHLAND ROAD
HIGHLAND, IND
HIXON
617 BCR7
DEARBORN COUNTY
STATE ROAD 205/CR7 SOUTH 1/2 MILE

OLD PRAIRIE PIT A
5833 SMITH RD
FORT WAYNE
MAY STONE - PIT A
6100 ARDMORE
FORT WAYNE
MAY STONE - PIT B
HIGHWAY 24 6 MILES E NEW HAVEN

BEUD - PIT B
BRIDGES RD - 1/2 EAST LEO (OLD 427)
CANTON - PIT A
16916 PELL RD
HUNTERDON IN
PHOENIX - PIT A
4820 INDUSTRIAL ROAD
FORT WAYNE

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

FT. WAYNE, IND.

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET DEPARTMENT
1701 SOUTH LAFAYETTE STREET
 Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1402. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
		AFFIRMATIVE ACTION: On File _____ Attached <u>x</u>		

Est. Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☐ NO ☒ YES ☐ NO

See instruction item No. 18 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

CANYON SAND & GRAVEL
 Name of Company
 By Dan R. Polack Title owner
 Address 16916 Kell Road
 City HUNTERTOWN IN 46448

Page 1 of 2

Ref. No. 1204

Date May 28, 1985

Date wanted 6/14/85

Fund
Appropriation No. _____

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Maximum Bid

Dollars.

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. _____ in the sum of _____

Dollars

on _____ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Rose M. Rodocker

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

CANYON SAND & GRAVEL, INC.

Name of Bidder—Print or Type

By

[Signature]
Signature of Person Authorized to Sign

Title

Owner

16916 Kell Road

Street Name and Number

Huntertown, IN 46748

City, State and Zip Code

June 14, 1985

Date

SEE COVER LETTER

TRANSAMERICA INSURANCE COMPANY

Name of Company—Print or Type

Incorporated

In the State of: California

Address

Los Angeles, California

By

[Signature]
Sign on this Line

Attorney-in-fact

Date

June 14, 1985

Witnessed by:

Virginia P. Holt

SURETY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, ~~does~~ hereby make, constitute and appoint - - - Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Joanne Mignerey, each individually of Ft. Wayne, Indiana - - -

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company ~~as~~ surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: - - - Any and all bonds and undertakings not exceeding in amount FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, - - -

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRANSAMERICA INSURANCE COMPANY** has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 12th day of April, 1985.

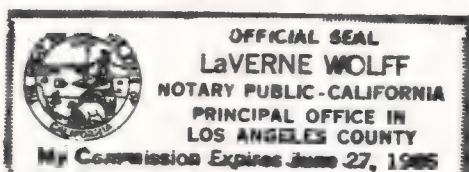


State of California)
County of) ss

By

J.H. Tanner
J.H. Tanner, Vice President

On this 12th day of April, 1985, before me LaVerne Wolff, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of **TRANSAMERICA INSURANCE COMPANY** the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



LaVerne Wolff
LaVerne Wolff, Notary Public
in and for the County of Los Angeles, California

I, W.G. Freeman, Assistant Vice President of Transamerica Insurance Company, do hereby certify that the Power of Attorney herein before set forth is a true and exact copy and is still in force, and further certify that Section 30 of Article VII of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 14th day of June, 1985.



W.G. Freeman

W.G. Freeman, Assistant Vice President

AGGREGATE COSTS:

	<u>DELIVERED</u>				<u>PICK-UP</u>		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidders Plant, Price Per Ton - Show Location.		
					"A"	"B"	"C"
Crushed Limestone:							
1/2, 10F					³ 5.60		
3/4, 73					5.60		
1/2, 5					6.50		
1/2, 8, 9 (Type "P")					6.50		
1/2, 8, 9 (Type "O")							
1/2, 12 (Type "P")							
1/2, 12 (Type "O")					6.00		
Chip Rap					5.70		
and							
and 14-2	4.90	3.84	5.70	5.70	2.90		
and 17	5.95	6.50	6.95	6.95	5.00		
and Fill	4.20	4.20	4.00	4.00	2.00		
Gravel							
Gravel 12, 4	5.90	5.90	5.10	5.10	3.50		
Gravel Bank Screened	4.90	4.55	4.25	4.25	2.50		
Gravel Bank Unscreened	4.90	4.50	4.25	4.25	2.00		
Gravel Crushed 53, 73	5.50	5.00	5.50	5.90	4.80		
Top Soil	9.50	9.50	8.90	8.90	*8.00		
Black Dirt							
Gr Mill							
Tipper Box							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

Location "A": 16916 KELL ROAD, HUNTERTOWN IN.

Location "B": _____

Location "C": _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
 Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Rose M. Rodolfer

Bidder or Agent

For CANYON SAND & GRAVEL

Firm or Corporation

Subscribed and sworn to before me this 7 day of May, 1985

My Commission Expires
4-24-86

Rose M. Rodolfer

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company Canyon Sand & Gravel Inc.
 Address 16916 Kall Road City Huntertown
 Zip 46748 Phone 637-3123

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Dave L. Rodocker President
 PLEASE PRINT Title
 Date May 7, 1985 Signature Dave L. Rodocker

1. Does your firm have a written Affirmative Action Program? Yes ☒ No ☐
 A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
 B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? ☒ Yes ☐ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? ☒ Yes ☐ No
 3. Current number of employees 6
 Number of employees as of October 1984 5 January 1985 5 April 1985 6 and July 1985

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Part time Sec	\$4.50 per hr.	1
Truck Drivers	40.00 per hr.	
Laborers	7.00 per hr.	

EMPLOYEES BY RACE/ETHNICITY/SEX									
W		BLK		H		OTHER		(DESIGNATE)	
M	F	M	F	M	F	M	F		
	X								
1		1							
3									

Handicapped: Yes ☒ No ☐

List Number

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

5. If total minority employment is less than 20% give reasons why. (Do not include females when you figure minority employment percentages.)
Our company is a small firm that as a rule does not have a large turnover in personnel. Therefore we do not have an opportunity to hire many of the minority group. We are also 90% home owned.
6. List minority recruitment sources: employment bureau and word of mouth
7. Does your company anticipate an increase in employment this year? Yes ☒ No
 Approximately how many? _____
8. What specific goals can you achieve for the employment of minorities during 1981-82?
- A. Officials and Managers _____ %
 - B. Professionals _____ %
 - C. Technicians _____ %
 - D. Sales Workers _____ %
 - E. Office and Clerical _____ %
 - F. Skilled Craftsmen _____ %
 - G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Canyon Sand & Gravel that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy Canyon Sand & Gravel will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The company will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Canyon Sand & Gravel Inc.
 Name of Company or Firm

June 7, 1985
 Date

Dave L. Podocker
 Signature of Highest Company Official

1 Dave L. Podocker Owner
 Name and Title of Signer (Please type or Print)

STATISTICAL INFORMATION

FOR AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Name of Contractor or Supplier
Canyon Sand & Gravel Inc.

Signature
Rose M. Rodocker
 (Information Given By)

Address And Telephone Number
16916 Kell Rd. 637-3123

Date
Rose M. Rodocker June 7, 1985
 (Person Filling Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX										HANDICAPPED EMPLOYEES										TOTAL EMPLOYEES
	W		BLK		H		Other		(Designate)	W		BLK		H		Other		(Designate)			
	M	F	M	F	M	F	M	F		M	F	M	F	M	F	M	F				
1.OFFICAL & ADMINISTRATORS																					
2. PROFESSIONALS																					
3. TECHNICIANS																					
4.OPERATIVES																					
Truck Drivers		1		1																	
5. LABORER		3																			
6. OFFICE AND CLERICAL		1																			
7. SKILLED CRAFT WORKERS																					
8. SERVICE- MAINTENANCE WORKERS																					
9. SALES WORKERS																					
TOTALS																					
PERCENTAGES																					

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals of other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2814-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

FT. WAYNE, IND.

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET DEPARTMENT
1701 SOUTH LAFAYETTE STREET

Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)Page 1 of 2Ref. No. 1204Date May 28, 1985Date wanted 6/14/85Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<p>AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.</p>		
		<p>AFFIRMATIVE ACTION: On File _____ Attached <input checked="" type="checkbox"/></p>		

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES

See instruction item No. 11 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Mr. Havel

PHOENIX STONE & LANDSCAPE MATERIALS, INC.

Name of Company Phoenix Stone & Landscape Materials, Inc.

For Charles J. Havel Title Pres.

Address 4820 Industrial Road

City Fort Wayne, In 46825 Date 5/6/85

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
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7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications as description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
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12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
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14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2214-1644 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the Invitation.
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 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, ex. Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

PHOENIX STONE & LANDSCAPE MATERIALS, INC.

4820 Industrial Road • Fort Wayne, Indiana 46825

Telephone (219) 482-3474

June 13, 1984

City of Fort Wayne
Attn: Contract Compliance Officer
1 Main Street Room 420
Fort Wayne, IN 46802

RE: Bid #1204/Aggregate for the year 1985

Dear Sir or Madam:

Phoenix Stone & Landscape Materials, Inc. intends to bid with reference to the above. This letter is sent to demonstrate that Phoenix Stone & Landscape Materials, Inc. will follow and abide by all applicable EEO/Affirmative Action requirements necessitated by federal government, State of Indiana and City of Fort Wayne with respect to this project.

In addition, Phoenix Stone & Landscape Materials, Inc. will not engage in any discrimination against any person on the basis of race, creed, color, sex, national origin or religion.

Respectfully,

Phoenix Stone & Landscape Materials Inc.

Phoenix Stone & Landscape Materials, Inc.

Wayne Elkin Jr.

AGGREGATE COSTS:DELIVEREDPICK-UPZONE
No. 1ZONE
No. 2ZONE
No. 3ZONE
No. 4City Trucks at Bidders
Plant, Price Per Ton -
Show Location.

"A"

"B"

"C"

Crushed Limestone:

1, 2, 10F

53, 73

4, 5

7, 8, 9 (Type "P")

7, 8, 9 (Type "O")

11, 12 (Type "P")

11, 12 (Type "O")

Rip Rap

Sand

Sand 14-2

Sand 17

Sand Fill

Gravel 2 & 4

Gravel 12, 1X

Gravel Bank Screened

Gravel Bank Unscreened

Gravel Crushed 53, 73

Top Soil

Black Dirt

Grinding Mill

Tipper Box

9.00

6.75

9.00

6.00

11.00

8.75

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

Location "A": 4820 Industrial Road PHOENIX STONE & LANDSCAPE MATERIALS, INC.

Location "B": _____ 482-3474

Location "C": _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Charles L. Gentry, PRES.

Agent
 Bidder or Agent

For PHOENIX STONE & LANDSCAPE MATERIALS, INC
 Firm or Corporation

Subscribed and sworn to before me this 16th day of June, 1985

My Commission Expires

Mar 12, 1987

John A. Carpenter of Allen Co.
 Notary:

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees. If this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of _____

_____ Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☒ Check No. 129319 in the sum of _____

Five Hundred Dollars

on Lincoln National Bank

of Fort Wayne, Indiana

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used Bid Surety—Attach here.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Carol Kirk

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

PHOENIX STONE & LANDSCAPE MAT'L

By Charles L. ... Print or Type

Signature of Person Authorized to Sign

Title Pres.

4820 Industrial Road

Street Name and Number

Fort Wayne, In. 46825

City, State and Zip Code

Date June 6, 1985

SEE COVER LETTER

Witnessed by:

SURETY

Name of Company — Print or Type

Incorporated
In the State of:

Address:

By:

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1204
BID DATE: 6-14-85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits NA percent (NA%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

	<u>Name of Firm</u>	<u>Type of Work</u>
1.	<u>N/A</u>	
2.		
3.		
4.		

Submitted on: June 14 1985, 1984

By

Phoenix Stone Landscape Materials Inc
(Company Name)

X. Wayne Klut J.

(Name & Title of Person Authorized to sign)

Business Address:

Phone Number:



MAY STONE & SAND, Inc.

6100 ARDMORE AVENUE • FORT WAYNE, INDIANA 46809 • PHONE (219) 747-3105

Re: City of Fort Wayne Bid #1204 (6-12-85)

WRITTEN STATEMENT OF COMPANY POLICY-AFFIRMATIVE ACTION POLICY

It is the policy of May Stone and Sand, Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color, or national origin. In support of this policy May Stone and Sand will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin. The May Stone and Sand, Inc. will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action will include, but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

May Stone and Sand will abide by all City of Fort Wayne, State, and Federal laws that relate to Equal Opportunity Employment. We will also make every effort to encrease hiring minorities at all work levels.



Dave Davis, President
May Stone and Sand



CRUSHED LIMESTONE ■ AGRICULTURAL LIMESTONE
SAND ■ GRAVEL ■ FILL MATERIAL ■ BANK GRAVEL

** basic materials for progress*

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

FT. WAYNE, IND.

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET DEPARTMENT
1701 SOUTH LAFAYETTE STREET
 Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1444. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
		AFFIRMATIVE ACTION: On File _____ Attached <input checked="" type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☐ NO ☒ YES
 Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order ^{FROM STOCK}

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

MAY STONE & SAND INC
 Name of Company
 By William A. Backer Title VP-Sales
 Address 6100 ARDMORE AVE.
 City FT. WAYNE, IN 6-14-85

Page 1 of 21Ref. No. 1204Date May 28, 1985Date wanted 6/14/85Fund
Appropriation No. _____

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery at the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will be subject in any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law as to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-221a-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the Invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g. Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONS

I - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Room 940
 One Main Street
 Fort Wayne, Indiana 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of (NOT REQUIRED). The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of N.A. per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Rick Gladd

Street Commissioner

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

SPECIFICATIONS: Stone, Sand and Gravel

For furnishing, during the period of the contract and at the prices listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD: The commodity shall be delivered to the location as ordered, or loaded into the City's trucks at the bidder's pit or plant throughout the calendar year 1984, ending December 31, 1984.

PRICING - INVOICING: The bidder's prices shall include all delivery charges, when applicable, and be submitted on the form included herein. Invoices must be submitted to the using Department together with the City's Standard Claim Form for each using Department. Delivered prices shall be established on the basis of delivery to each of the four quadrants of the City indicated on the attached map marked "Appendix 'A'". The lines of demarcation are established, area - wise, as nearly center as possible, the East - West division being at Calhoun Street & New York Central Railroad. The North - South division is made up of the Pennsylvania Tracks, St. Mary's and Maumee Rivers.

AWARD: The City reserves the right to accept any item or items in the bid, award one or more contracts, or award multiple contracts for one commodity, whichever, in the opinion of the awarding authority is in the best interest of the City.

GRADE QUALITY: Sizes and Grades of the material shall comply with the most recent Indiana State Highway specifications covering coarse and fine aggregates.

AGGREGATE COSTS:

	<u>DELIVERED</u>				<u>PICK-UP</u>		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidders Plant, Price Per Ton - Show Location.		
Crushed Limestone:					"A"	"B"	"C"
					Ardmore	Woodburn	
1, 2, 10F	<u>4.60</u>	<u>4.85</u>	<u>5.20</u>	<u>5.25</u>	<u>3.00</u>	<u>3.40</u>	
53, 73	<u>4.60</u>	<u>4.85</u>	<u>5.20</u>	<u>5.25</u>	<u>3.00</u>	<u>3.45</u>	
1, 5	<u>4.80</u>	<u>5.15</u>	<u>5.40</u>	<u>5.45</u>	<u>3.20</u>	<u>3.65</u>	
1, 8, 9 (Type "P")	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
1, 8, 9 (Type "O")	<u>4.80</u>	<u>5.35</u>	<u>5.40</u>	<u>5.45</u>	<u>3.20</u>	<u>3.85</u>	
1, 12 (Type "P")	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
1, 12 (Type "O")	<u>5.00</u>	<u>5.45</u>	<u>5.50</u>	<u>5.55</u>	<u>3.30</u>	<u>4.10</u>	
ip Rap	<u>5.00</u>	<u>4.95</u>	<u>5.50</u>	<u>5.55</u>	<u>3.30</u>	<u>3.30</u>	
and	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
and 14-2	<u>5.25</u>	<u>5.75</u>	<u>5.85</u>	<u>5.90</u>	<u>3.65</u>	<u>5.35</u>	
and 17	<u>8.00</u>	<u>8.55</u>	<u>8.60</u>	<u>8.65</u>	<u>6.40</u>	<u>7.00</u>	
and Fill	<u>3.50</u>	<u>4.05</u>	<u>4.10</u>	<u>4.15</u>	<u>1.90</u>	<u>---</u>	
ravel	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
ravel 12, 4	<u>9.50</u>	<u>10.05</u>	<u>10.10</u>	<u>10.15</u>	<u>7.90</u>	<u>---</u>	
ravel Bank Screened	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
ravel Bank Unscreened	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
ravel Crushed 53, 73	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
op Soil	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
ack Dirt	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
g Mill	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	
ipper Box	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>.80/ton</u>	<u>.80/ton</u>	
	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>\$40/hr</u>	<u>\$40/hr</u>	

LEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

ocation "A": 6100 ARDMORE AVE FT. WAYNE

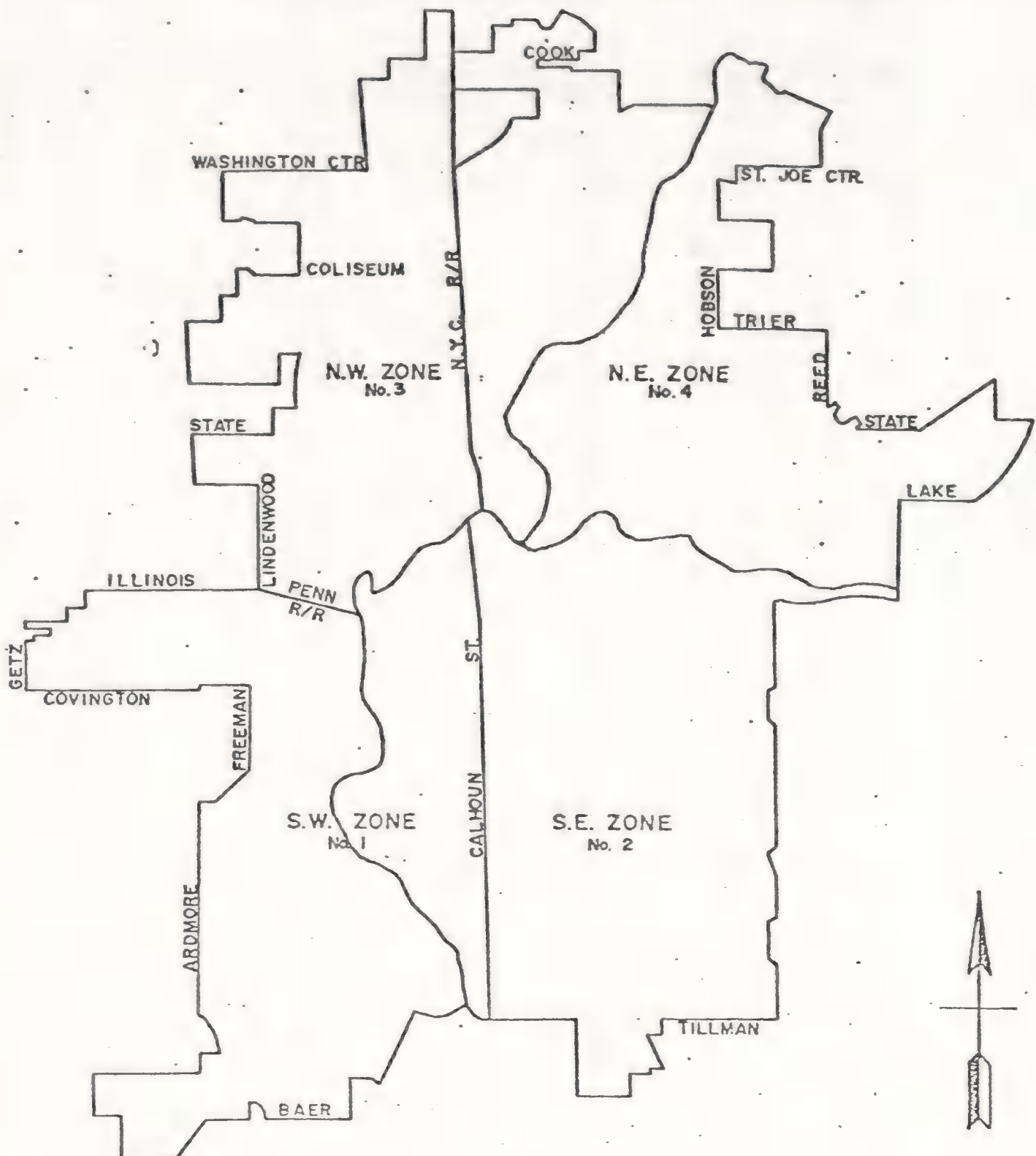
ocation "B": Hwy 24, 6 miles E. of N. Haven

ocation "C":

Corporate City Limits

"Appendix 'A'"

Page 14 of 21



FOR USE IN AGGREGATE CONTRACTS ONLY

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA .

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1204
BID DATE: _____

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits _____ percent (_____ %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

Name of FirmType of Work

1.

2.

3.

4.

Submitted on: _____, 1984

By _____
(Company Name)_____
(Name & Title of Person Authorized
to sign)Business Address: _____

_____Phone Number: _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

William H. Backus

Bidder or Agent

For May Stone & Sand Inc.

Firm or Corporation

Subscribed and sworn to before me this 12 day of JUNE, 1985

My Commission Expires

9-17-87

Andrew C. Kutz

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees. If this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions in Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of _____

_____ Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☒ _____

Cashiers ☐ Check No. 15355 in the sum of \$500.00

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Five Hundred dollars and no cents _____ Dollars on _____ Bank

Lincoln National

of Fort Wayne, Indiana

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by: _____

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by: _____

BIDDER
AND
PRINCIPAL

SURETY

MAY STONE & SAND INC

Name of Bidder—Print or Type

By William H. Buckles

Signature of Person Authorized to Sign

Title VP-Sales

6100 Ardmore Ave.

Street Name and Number

Fort Wayne, Ind 46809

City, State and Zip Code

Date 6-14-85

SEE COVER LETTER

Name of Company — Print or Type

Incorporated

In the State of: _____

Address: _____

By: _____

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

FT. WAYNE, IND.

INVITATIONPage 1 of 21

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Ref. No. 1204Date May 28, 1985Date wanted 6/14/85Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802**REQUIRED FOR DELIVERY TO:**Department
or DivisionSTREET DEPARTMENT1701 SOUTH LAFAYETTE STREETAddress FORT WAYNE, INDIANA 46803

Fund

Appropriation No. _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14601. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 18 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
AFFIRMATIVE ACTION: On File _____ Attached <u>X</u>				

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES ☐ NO

See instruction item No. 18 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order*

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

PAUL C BRUDI STONE & GRAVEL CO., INC.

Name of Company

Per Ginnie J. Brudi Title OwnerAddress 2110 Lower Huntington RoadCity Fort Wayne, Indiana6/14/85

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Law:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Indemnification and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-221a-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

GREGATE COSTS:

[illegible]

LEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

Location "A": 2110 Lower Huntington Road - Fort Wayne, Indiana

Location "B": Brooks Road - approx. $\frac{1}{2}$ mile East of Leo Road (Old route 427)

Location "C": _____

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

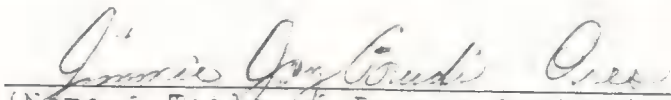
BID NO. 1204
BID DATE: June 14, 1985

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits 15 percent (15 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. Statewide Trucking	Delivery of aggregates to zones bid
2.	
3.	
4.	

Submitted on: June 14, , 1985

By PAUL C BRUDI STONE & GRAVEL CO., INC.
(Company Name)


(Name & Title of Person Authorized
to sign) (Jimmie J Brudi, President)

Business Address: 2110 Lower Huntington Road
Fort Wayne, Indinan 46899

Phone Number: 219 747-4165

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Jimmie J. Brudi
 Jimmie J Brudi, President
 Bidder or Agent

For PAUL C BRUDI STONE & GRAVEL CO., INC.
 Firm or Corporation

Subscribed and sworn to before me this 13th day of June, 1985

My Commission Expires

GLORIA JUNE ROEHM
 NOTARY PUBLIC, STATE OF INDIANA
 ALLEN CO.

MY COMMISSION EXP. FEB. 10, 1989
 ISSUED THRU INDIANA NOTARY ASSOC.

Gloria June Roehm

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW): United States Fidelity and Guaranty Company

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of _____

Five Hundred and No/100 (500.00) _____ Dollars.

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the _____

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____ Dollars

on _____ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

SURETY

PAUL C. BRUDI STONE & GRAVEL CO., INC.

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign

Title

2110 Lower Huntington Road

Street Name and Number

Fort Wayne, Indiana 46819

City, State and Zip Code

Date June 14, 1985

SEE COVER LETTER

UNITED STATES FIDELITY & GUARANTY COMPANY

Name of Company—Print or Type

Incorporated Maryland
In the State of:

Address Baltimore, Maryland

By

Signature of Attorney-in-fact

Attorney-in-fact
Date June 14, 1985

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 96531

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office in the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Leonard Shirley and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 2nd day of November, A. D. 1984

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By A. Nord Bjorke

Vice-President.

(SEAL)

(Signed)

Jack S. Mallinger

Assistant Secretary.

STATE OF MARYLAND.

BALTIMORE CITY,

ss:

On this 2nd day of November, A. D. 1984, before me personally came A. Nord Bjorke, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Jack S. Mallinger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said A. Nord Bjorke and Jack S. Mallinger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL)

(Signed)

Margaret M. Hurst

Notary Public.

STATE OF MARYLAND

BALTIMORE CITY,

Sct.

I, Sandra E. Banks

Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 2nd day of November, A. D. 1984

(SEAL)

(Signed)

Sandra E. Banks

Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which may or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

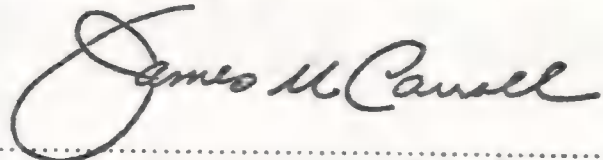
I, **James M. Carroll**, Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey**

of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds therein forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

June 14, 1985
(Date)



Assistant Secretary.

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company Paul C. Brudi Stone and Gravel Company Inc.

Address P.O. Box 9327

City Fort Wayne

Zip 14899

Phone 747-1265

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Jimmie J. Brudi
PLEASE PRINT

President

Fin

Date June 13, 1985

Signature _____

1. Does your firm have a written Affirmative Action Program? Yes ☐ No ☒

A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

6. if not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes No

3. Current number of employees 7

Number of employees as of October 1984 5 January 1985 5 April 1985 5
and July 1985 (7)

4. Workforce Analysis:

[illegible][illegible]

Handicapped: _____ Yes ☒ No ☐

List Number 0

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) We have added two employees for seasonal work including one employee through a temporary service and one seasonal employee (female). If or when a new employee is needed, we will make every effort to increase employment of minorities.
6. List minority recruitment sources: Indiana-Purdue University at Fort Wayne, Indiana
Employment Security Division, Walk-ins, and job applications at the counter.
7. Does your company anticipate an increase in employment this year? Yes ☒ No
Approximately how many? None
8. What specific goals can you achieve for the employment of minorities during 1981-82?
- A. Officials and Managers _____ %
 - B. Professionals _____ %
 - C. Technicians _____ %
 - D. Sales Workers _____ %
 - E. Office and Clerical _____ %
 - F. Skilled Craftsmen _____ %
 - G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Paul C. Brudi Stone and Gravel Company Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy Paul C. Brudi Stone and Gravel Company Inc. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The Paul C. Brudi Stone and Gravel Company Inc. will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Paul C. Brudi Stone and Gravel Co. Inc. June 13, 1985
Name of Company or Firm Date

Jimmie Jay Brudi
Signature of Highest Company Official

Jimmie J. Brudi Pres.
Name and Title of Signer (Please type or Print)

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Name of Contractor or Supplier
P.O. Box 9327

Address And Telephone Number

Jimnie J. Brudi, June 13, 1985
(Person Fillin Out This Form And Date)

MFG. NO. 1-22-80

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

FT. WAYNE, IND.

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

STREET DEPARTMENT

1701 SOUTH LAFAYETTE STREET

Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 21

Ref. No. 1204

Date May 28, 1985

Date wanted 6/14/85

Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
		AFFIRMATIVE ACTION: On File _____ Attached <input checked="" type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES ☐ NO

See instruction item No. 16 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services ~~which~~ which prices are quoted, in accordance with the specifications applying and at the price ~~and~~ opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT ☒

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Klink Trucking Inc.
Name of Company
Per Carol Klink Title Sec
Address R.R. # 1 Box 345 Pleasant Lake, IN

KLINK TRUCKING INC.

R. R. 1, Pleasant Lake, Indiana 46779
Phone 587-9270 or 587-9114

June 11, 1985

City of Fort Wayne
Attn: Contract Compliance Officer
1 Main Street Room 420
Fort Wayne, IN 46802

RE: Bid # 1204 Aggregate for the year 1985

Dear Sir or Madam:

Klink Trucking, Inc. intends to bid with reference to the above. This letter is sent to demonstrate that Klink Trucking, Inc. will follow and abide by all applicable EEO/Affirmative Action requirements necessitated by federal government, State of Indiana and City of Fort Wayne with respect to this project.

In addition, Klink Trucking, Inc. will not engage in any discrimination against any person on the basis of race, creed, color, sex, national origin or religion.

Respectfully,

Carol Klink

Klink Trucking, Inc.
Carol Klink, Sec.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Law:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes and guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, as contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2814-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the Invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

AGGREGATE COSTS:

	DELIVERED				PICK-UP		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidder Plant, Price Per Ton Show Location.		
Crushed Limestone:							
1, 2, 10F	5.35	5.35	5.55	5.75			
53, 73	5.35	5.35	5.55	5.75			
4, 5	5.45	5.45	5.65	5.85			
7, 8, 9 (Type "P")							
7, 8, 9 (Type "O")	5.45	5.45	5.55	5.75			
11, 12 (Type "P")							
11, 12 (Type "O")	5.65	5.65	5.75	5.95			
Rip Rap	5.35	5.35	5.55	5.75			
Sand							
Sand 14-2	4.49	4.00	4.49	4.49			
Sand 17							
Sand Fill	3.75	3.50	3.75	3.75			
Gravel							
Gravel 12, 4	5.25	5.25	5.25	5.25			
Gravel Bank Screened	5.50	5.50	5.70	5.90			
Gravel Bank Unscreened	4.25	4.25	4.45	4.65			
Gravel Crushed 53, 73	4.75	4.75	4.75	4.75			
Top Soil	9.25	9.00	8.50	8.75			
Black Dirt	12.50	14.00	12.50	14.00			
Pug Mill							
Chipper Box							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

Does Not Apply

Location "A": _____

Location "B": _____

Location "C": _____

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1204
BID DATE: 6-14-85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits N/A percent (N/A%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

	<u>Name of Firm</u>	<u>Type of Work</u>
1.	N/A	
2.	""	
3.	""	
4.		

Submitted on: June 11, 1985 . 1984

By Klink Trucking Inc
(Company Name)

Carol Klink Sec
(Name & Title of Person Authorized
to sign)

Business Address: R.R. # 1 Box 345
Pleasant Lake, Indiana 46779

Phone Number: 219-587-9114

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
 ..Stauben..... COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

-----Carol Klink-----
Carol Klink

 Bidder or Agent

For -----Klink Trucking Inc-----
 Firm or Corporation

Subscribed and sworn to before me this 11 day of June, 1985

My Commission Expires

8.31.87

Marlene Howe

 Marlene Howe

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Hundred Dollars and no cents (\$500.00)

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

_____ Dollars
on _____ Bank
of _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Carol Klink

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Klink Trucking, Inc.

Name of Bidder—Print or Type

By Wayne E. Klink, Jr.

Signature of Person Authorized to Sign

Wayne E. Klink, Jr.

Title President

R#1, Box 345

Street Name and Number

Pleasant Lake, Indiana 46779

City, State and Zip Code

Date June 14, 1985

SEE COVER LETTER

Witnessed by:

Wayne E. Klink

SURETY

Fidelity and Deposit Company of Maryland
Name of Company—Print or Type

Incorporated
In the State of: Maryland

Address Baltimore, Maryland

By

Virginia E. Klink

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE BALTIMORE MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **C. M. PECOT, JR.**, Vice-President, and **C. W. ROBBINS**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint **Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Haus and Virginia T. Axson**, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of **Walter H. Lupke, Jr., et al**, dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

C M Pecot Jr

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

} SS:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, ~~came~~ the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ~~to me~~ personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the ~~execution~~ of the same, and being by me duly sworn, severally and each for himself depose and saith, that they ~~are~~ the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures ~~in~~ such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



C. J. Farns
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was ~~one~~ of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 14th day of June, 1985.

C W Robbins
Assistant Secretary

LI428a-CF-044-2987

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

FT. WAYNE, IND.

INVITATION

Page 1 of 2Ref. No. 1204Date May 28, 1985Date wanted 6/14/85Fund
Appropriation No. _____

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET DEPARTMENT
1701 SOUTH LAFAYETTE STREET

Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1444. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<p>AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.</p>		
		<p>AFFIRMATIVE ACTION: On File _____ Attached <u>X</u></p>		

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES NO

See instruction item No. 11 on reverse side hereof.

Terms — % cash discount if paid within — days from delivery and acceptance of goods or completion of services

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 1 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

OLD PRAIRIE PRODUCTS, Inc.

Name of Company

By Allen L. Peckman Title President5833 Smith RoadFORT WAYNE

1-12-85

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW): \$500.

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Hundred Dollars (\$500.)

_____ Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

_____ Dollars
on _____ Bank
of _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Karen J. Schmitz

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

OLD Prairie Products, Inc
Name of Bidder—Print or Type

By Allen L. Roorman
Signature of Person Authorized to Sign

Title President

Street Name and Number

City, State and Zip Code

SEE COVER LETTER

Hamilton Mutual

Name of Company—Print or Type

Incorporated
In the State of: Ohio

Address Cincinnati, Ohio

By Allen L. Roorman

Witnessed by:

Henry R. Collyer

Attorney in Fact

SURETY

THE HAMILTON MUTUAL INSURANCE COMPANY
CINCINNATI, OHIO
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the HAMILTON MUTUAL INSURANCE COMPANY, a Corporation, duly organized and existing under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Charles A. Colligan, Stanley P. Colligan

of Fort Wayne State of Indiana
its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge, and deliver any and all bonds or undertakings described below, to wit; any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.) in amount, and to bind the Company, thereby, as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect:

BE IT RESOLVED, by the Board of Directors of the Hamilton Mutual Insurance Company, that any two of the following officers of the Company, VIZ:-the President, any Vice-President, Secretary and the Treasurer, shall have power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and bonds guaranteeing the performance of contracts, and any or all other writings, obligatory in the nature thereof, which the business of the Company may require; and

BE IT FURTHER RESOLVED, That any two of the following officers of the Company, VIZ:-the President, any Vice-President, Secretary and the Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and bonds guaranteeing the performance of contracts, and any or all other writings obligatory in the nature thereof, which the business of the Company may require; or may at any time in their judgement remove any such appointees and revoke the authority given to them, and

BE IT FURTHER RESOLVED, That the signature of each of the following officers: President, any Vice-President, Secretary and Treasurer may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its President and Vice-President and its Corporate seal to be hereunto affixed this 6th day of September A.D. 19 84.

THE HAMILTON MUTUAL INSURANCE COMPANY

BY: Jeffrey E. Felts
President

BY: Robert J. Holtmann
Vice-President



State of Ohio)
County of Hamilton) ss:

On this 6th day of September, A.D. 19 84, before me personally came Jeffrey E. Felts and Robert J. Holtmann to me known, who, being duly sworn, did dispose and say that they are the President and Vice-President respectively of the HAMILTON MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that they signed their names, respectively; by like order.

BY: John R. Keller
John R. Keller
Notary Public and for Comm.
in Hamilton State of Ohio
My commission expires March 18th
19 89

State of Ohio)
County of Hamilton)

I, Jeffrey E. Felts, of the HAMILTON MUTUAL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of the same as executed by said HAMILTON MUTUAL INSURANCE COMPANY and is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Cincinnati, Ohio, this 12th day of June, A.D. 19 85.

BY: Jeffrey E. Felts
President

AGGREGATE COSTS:

	DELIVERED				PICK-UP		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidders Plant, Price Per Ton - Show Location.		
Crushed Limestone:					"A"	"B"	"C"
1, 2, 10F							
3, 73							
5							
8, 9 (Type "P")							
8, 9 (Type "O")							
1, 12 (Type "P")							
1, 12 (Type "O")							
4" Rip Rap							
and							
and 14-2							
and 17							
and Fill							
Gravel							
Gravel 12, 4							
Gravel Bank Screened							
Gravel Bank Unscreened	3.25	3.50	3.75	4.00	1.25		
Gravel Crushed 53, 73							
Top Soil	9.00	9.25	9.50	9.75	7.00		
Black Dirt							
Gr Mill							
Tipper Box							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

Location "A": 5833 Smith Road

Location "B": _____

Location "C": _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Allen L. Loorman

Bidder or Agent

For Old Prairie Products, Inc.
Firm or Corporation

Subscribed and sworn to before me this 13th day of June, 1985

My Commission Expires

11-28-85

Martha A. Fiske

**CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM**

Name of Company Old Prairie Products, Inc.

Address 5833 Smith Road

City Fort Wayne

Zip 46809

Phone 747-9141

(Mailing Address: P.O. Box 9055 46244)

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Allen L. Poorman

President

PLEASE PRINT

Title _____

Date June 13, 1985

Signature Allen L. Pomeroy

1. Does your firm have a written Affirmative Action Program? X Yes No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes No

3. Current number of employees 3
 Number of employees as of October 1984 2 ¹⁹⁸⁵ January 2 ¹⁹⁸⁵ April 2
 and July 1984 3

- #### 4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
OPERATORS AND		
SERVICE MAINTENANCE	6.00 - 7.50	2
OFFICE & CLERICAL	4.50 - 6.00	1

[illegible]

Handicapped: _____ Yes x No

List Number 3

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

EEO/AA/MFG 8/1/81

— Over —

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) OLD Prairie is a newly organized business - approximately one year old. At the present time, we have our two sons working - one full time and one part time. The future looks good but our operation hasn't increased sufficiently to
6. List minority recruitment sources: increase our work force.
(A) Indiana Employment Security Division
(B) manpower
7. Does your company anticipate an increase in employment this year? Yes ☒ No
 Approximately how many? (possibly 1 in 1986)
8. What specific goals can you achieve for the employment of minorities during 1985-86?

- A. Officials and Managers _____ %
 B. Professionals _____ %
 C. Technicians _____ %
 D. Sales Workers _____ %
 E. Office and Clerical _____ %
 F. Skilled Craftsmen operators & service maintenance % 10%-20%
 G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of OLD Prairie Products, Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy OLD Prairie Products, Inc. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The officers of OLD Prairie Products, Inc. will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

OLD PRAIRIE Products, Inc. June 13, 1985
 Name of Company or Firm Date

Allen L. Poorman

Signature of Highest Company Official

Allen L. Poorman, President

Name and Title of Signer (Please type or Print)

STATISTICAL INFORMATION

FOR

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Old Prairie Products, Inc.
Name of Contractor or Supplier

Allen L. Postman
(Information Given By)

5833 Smith Road 747-9141

Allen L. Postman June 13, 1985
(Person Filling Out This Form And Date)

Mailing Address: P.O. Box 9055 46899
Address And Telephone Number

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX											HANDICAPPED EMPLOYEES							TOTAL EMPLOYEES						
	W		BLK		H		Other			(Designate)	W		BLK		H		Other			(Designate)					
	M	F	M	F	M	F	M	F	M		F	M	F	M	F	M	F	M			F				
1. OFFICAL & ADMINISTRATORS																									
2. PROFESSIONALS																									
3. TECHNICIANS																									
4. OPERATIVES	2																								2
5. LABORER																									
6. OFFICE AND CLERICAL																									1
7. SKILLED CRAFT WORKERS																									
8. SERVICE-MAINTENANCE WORKERS																									
9. SALES WORKERS																									
TOTALS	2																								3
PERCENTAGES	67																								100

OLD PRAIRIE PRODUCTS

P. O. Box 9055
FT. WAYNE, IN 46899

PHONE 747-9141

(219) 747-9141

P. O. BOX 9055

FORT WAYNE, INDIANA 46809

page 1

EQUAL OPPORTUNITY HIRING AND EMPLOYMENT POLICY

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship and/or on-the-job training.

HIRING

It is the policy of our company to hire and employ qualified, reliable and productive employees without regard to race, color, creed, sex or national origin. When hiring employees it is the policy of the company to give equal consideration to all applicants without regard to race, color, creed, sex or national origin. It is the policy of our company to not question a job applicant concerning his race, color, creed, sex or national origin.

ACTUAL EMPLOYMENT

It is the policy of our company to be fair, considerate and firm with all employees, to expect and receive a fair day's work for a fair day's pay without favoritism or consideration to an employee's race, creed, sex, national origin or relationship of employee to supervisor.

POLICY OF COMPANY WITH SUBCONTRACTORS

It is the policy of our company to take affirmative action against employee discrimination on the part of subcontractors with whom we have agreements.

DISCHARGE OR LAYOFF OF EMPLOYEES

Discharge of employees for cause, ability or work performance shall not be influenced by an employee's race, color, creed, sex or national origin. When discharging an employee for cause, notation shall be made on the employee's work record with the company. Layoff of employees due to lack of work shall be based solely on need, work performance and work ability.

EMPLOYMENT OF MINORS

Due to generally hazardous working conditions of mining and special conditions of employment under state law, no minor under eighteen (18) years of age shall be employed by our company for production work.

PHYSICAL REQUIREMENTS FOR EMPLOYMENT

While it is not practical in mining work to require pre-employment physical examination, it shall be our company policy due to strenuous and hazardous conditions of mining work and not wishing to further aggravate physical ailments, not to hire persons with known serious ailments such as heart conditions, bad backs, epilepsy, hernia or other such ailments.

OLD PRAIRIE PRODUCTS
P.O. Box 9055
Fort Wayne, IN 46899

PHONE 747-9141

P. O. BOX 9055
FORT WAYNE, INDIANA 46809

page 2

EQUAL OPPORTUNITY HIRING AND EMPLOYMENT POLICY - continued

COOPERATION WITH GOVERNMENT AGENCIES OR EMPLOYMENT REQUIREMENTS

It shall be the policy of our company to cooperate with government agencies, federal, state and local, who have the responsibility to observe our actual compliance with various laws relating to employment. The supervisor shall immediately report any such governmental agencies hiring and employment procedure inspections to his supervisor so our company may cooperate fully with such agency.

OLD PRAIRIE PRODUCTS INC.

Allen L. Poorman

~~XXXX~~-President

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

FT. WAYNE, IND.

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET DEPARTMENT

1701 SOUTH LAFAYETTE STREET

Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84661. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
		AFFIRMATIVE ACTION: On File _____ Attached <u>x</u>		

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES NO

See instruction item No. 18 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order*

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

The Allen County Stone Company
Name of Company

For John E. Beane Title Vice-President

Address 7320 Lower Huntington Road

Wayne, IN 46800

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certified from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Indemnifications and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
 To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
 References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals for other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished whenever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
 Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner".
 Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the manner.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2214-1644 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the Invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONS

I - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Room 940

One Main Street

Fort Wayne, Indiana 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of (NOT REQUIRED). The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of N.A. per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Rick Gladd

Street Commissioner

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

SPECIFICATIONS: Stone, Sand and Gravel

For furnishing, during the period of the contract and at the prices listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD: The commodity shall be delivered to the location as ordered, or loaded into the City's trucks at the bidder's pit or plant throughout the calendar year 1984, ending December 31, 1984.

PRICING - INVOICING: The bidder's prices shall include all delivery charges, when applicable, and be submitted on the form included herein. Invoices must be submitted to the using Department together with the City's Standard Claim Form for each using Department. Delivered prices shall be established on the basis of delivery to each of the four quadrants of the City indicated on the attached map marked "Appendix 'A'". The lines of demarcation are established, area - wise, as nearly center as possible, the East - West division being at Calhoun Street & New York Central Railroad. The North - South division is made up of the Pennsylvania Tracks, St. Mary's and Maumee Rivers.

AWARD: The City reserves the right to accept any item or items in the bid, award one or more contracts, or award multiple contracts for one commodity, whichever, in the opinion of the awarding authority is in the best interest of the City.

GRADE QUALITY: Sizes and Grades of the material shall comply with the most recent Indiana State Highway specifications covering coarse and fine aggregates.

AGGREGATE COSTS:

	<u>DELIVERED</u>				<u>PICK-UP</u>		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidders Plant, Price Per Ton - Show Location.		
Crushed Limestone:					"A"	"B"	"C"
1, 2, 10F	<u>\$5.30</u>	<u>\$5.70</u>	<u>\$5.80</u>	<u>\$6.20</u>	<u>\$3.50</u>		
3, 73	<u>\$5.30</u>	<u>\$5.70</u>	<u>\$5.80</u>	<u>\$6.20</u>	<u>\$3.50</u>		
5	<u>\$ 5.60</u>	<u>\$6.00</u>	<u>\$6.10</u>	<u>\$5.50</u>	<u>\$3.80</u>		
8, 9 (Type "P")	<u>\$6.55</u>	<u>\$6.95</u>	<u>\$7.05</u>	<u>\$7.45</u>	<u>\$4.75</u>		
8, 9 (Type "O")	<u>\$5.65</u>	<u>\$6.05</u>	<u>\$6.15</u>	<u>\$6.55</u>	<u>\$3.85</u>		
1, 12 (Type "P")	<u>\$6.80</u>	<u>\$7.20</u>	<u>\$7.30</u>	<u>\$7.70</u>	<u>\$5.00</u>		
1, 12 (Type "O")	<u>\$5.90</u>	<u>\$6.30</u>	<u>\$6.40</u>	<u>\$6.80</u>	<u>\$4.10</u>		
ip Rap	<u>\$5.35</u>	<u>\$5.75</u>	<u>\$5.85</u>	<u>\$6.25</u>	<u>\$3.55</u>		
and	<u>\$3.95</u>	<u>\$4.35</u>	<u>\$4.45</u>	<u>\$4.85</u>	<u>\$2.15</u>		
and 14-2	<u>\$5.80</u>	<u>\$6.20</u>	<u>\$6.30</u>	<u>\$6.70</u>	<u>\$4.00</u>		
and 17	<u>\$7.80</u>	<u>\$8.20</u>	<u>\$8.30</u>	<u>\$8.70</u>	<u>\$6.00</u>		
and Fill	<u>\$3.90</u>	<u>\$4.30</u>	<u>\$4.40</u>	<u>\$4.80</u>	<u>\$2.10</u>		
avel	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
avel 12, 4	<u>\$6.80</u>	<u>\$7.20</u>	<u>\$7.30</u>	<u>\$7.70</u>	<u>\$5.00</u>		
avel Bank Screened	<u>\$4.15</u>	<u>\$4.55</u>	<u>\$4.65</u>	<u>\$5.05</u>	<u>\$2.35</u>		
avel Bank Unscreened	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
avel Crushed 53, 73	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
p Soil	<u>\$9.30</u>	<u>\$9.70</u>	<u>\$9.80</u>	<u>\$10.20</u>	<u>\$7.50</u>		
ack Dirt	<u>\$10.30</u>	<u>\$10.70</u>	<u>\$10.80</u>	<u>\$11.20</u>	<u>\$8.50</u>		
g Mill	<u>\$ 2.15</u>	<u>\$2.15</u>	<u>\$2.15</u>	<u>\$2.15</u>	<u>\$2.15</u>		
ipper Box	<u>\$49.00</u>	<u>per hour for tri-axles</u>					

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

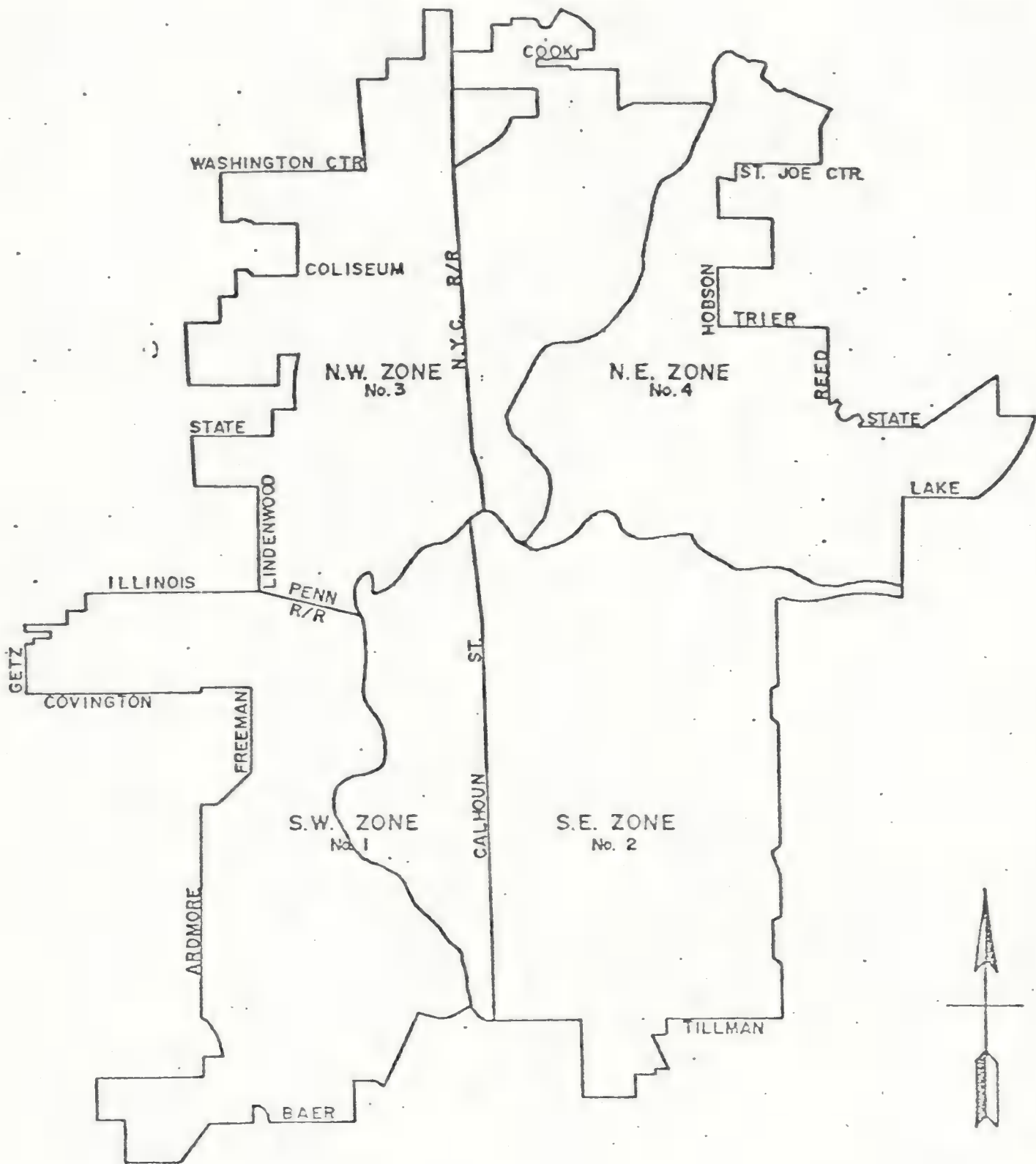
Location "A": 7320 Lower Huntington Road Fort Wayne, IN.

Location "B": _____

Location "C": _____

Corporate City Limits

Appendix 'A'
Page 14 of 21



FOR USE IN AGGREGATE CONTRACTS ONLY

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA .

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

(a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;

(b) One member shall be a member of the Common Council of the City of Fort Wayne;

(c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;

(d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and

(e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

(a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1204
BID DATE: 6/14/85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits _____ percent (_____ %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. Bunsold Trucking, Inc. WBE	Trucking
2. R & R Trucking MBE	Trucking
3.	
4.	

Submitted on: June 14, 1985

By The Allen County Stone Company
(Company Name)

A. T. Brown V. PRES.
(Name & Title of Person Authorized to sign)

Business Address: 7320 Lower Huntington Road
Fort Wayne, IN. 46809

Phone Number: 219-747-1281 or 219-747-5011

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
---Allen----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

x J. T. Beam V. Pres.

Bidder or Agent

For The Allen County Stone Company

Firm or Corporation

Subscribed and sworn to before me this 10th day of June, 1985

My Commission Expires

3/6/88

Marvella S. Overfield

ALLEN COUNTY STONE COMPANY

MAIN OFFICE P.O. BOX 29A • MAUMEE, OHIO 43537 • (419) 893-8731

CRUSHED LIMESTONE
PRODUCTS

PLANT

AGRICULTURAL
LIMESTONE

7320 LOWER HUNTINGTON RD.
FORT WAYNE, INDIANA 46809
(219) 747-1281

June 10, 1985

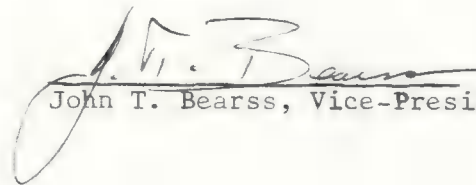
To Whom It May Concern:

Re: Equal Employment Opportunity Policy

The policy of The Allen County Stone Company is to hire without regard to sex, color, race, religion, age, or national origin. All employees of Allen County Stone Company shall be treated equally in respect to employment, upgrading, demotion, or transfer, recruitment or advertising for rates of pay or other forms of compensation, selection for training including apprenticeship or on the job training, layoff or termination.

The company will do its best to achieve full employment and utilization of the capabilities and productivity of all citizens and to treat them equally when interviewing and employing.

Sincerely,



John T. Bearss, Vice-President

EEO Officer is:

Larry Imsch
221 Allen Street
Maumee, OH. 43537

JTB/mo

SURETY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Joe J. Hoffman, Richard P. Hormann

Fort Wayne

Indiana

of _____ and State of _____
its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows: NOT TO EXCEED THE SUM OF \$500,000.00

This Power of Attorney revokes that issued on behalf of Al J. Hoffman, ETAL dated 12-4-79

and to bind the Corporation thereby fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VI (10) of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VI (10). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the Seal of the Corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 23rd day of December 81.

INDIANA INSURANCE COMPANY

ATTEST:

Hazel Anderson
Secretary Assistant Secretary

By J. S. Faust
Vice President

STATE OF INDIANA)
COUNTY OF MARION) ss.

On this 23rd day of December 81, A.D. 1981, before me personally came J. S. Faust to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said J. S. Faust

further said that he is acquainted with Hazel Anderson and knows him to be the Secretary - Assistant Secretary of said Corporation; and that he executed the above instrument.

June 27, 1983

My Commission Expires

R. Andrew Findley
R. Andrew Findley Notary Public

STATE OF INDIANA)
COUNTY OF MARION) ss.

I, Hazel Anderson, the ~~Secretary~~ Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 12th day of JUNE A.D., 1985.

(Seal)



Hazel Anderson
Assistant Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

FT. WAYNE, IND.

INVITATION

Page 1 of 21Ref. No. 1204Date May 28, 1985Date wanted 6/14/85Fund
Appropriation No. _____

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department
or Division STREET DEPARTMENT
1701 SOUTH LAFAYETTE STREET
Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. BIDDERS SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
AFFIRMATIVE ACTION: On File <input checked="" type="checkbox"/> Attached <input type="checkbox"/>				

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES NO

See instruction item No. 18 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidder furnish the information requested above.

Sign Here:

Stone Street Gravel Inc.
Name of Company:
Per Carl C. Williams
Address 5536 Highland Road
Hammond, IN 46424

AGGREGATE COSTS:

	<u>DELIVERED</u>				<u>PICK-UP</u>		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidders Plant, Price Per Ton - Show Location.		
					"A"	"B"	"C"
Crushed Limestone:							
1/2, 10F	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>	<u>3.00</u>		
3/4, 73	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>	<u>3.00</u>		
1/2, 5							
1/2, 8, 9 (Type "P")							
1/2, 8, 9 (Type "O")	<u>5.50</u>	<u>5.50</u>	<u>5.50</u>	<u>5.50</u>	<u>3.30</u>		
1/2, 12 (Type "P")							
1/2, 12 (Type "O")	<u>5.50</u>	<u>5.50</u>	<u>5.50</u>	<u>5.50</u>	<u>3.30</u>		
1/2 p Rap	<u>5.10</u>	<u>5.10</u>	<u>5.10</u>	<u>5.10</u>	<u>3.10</u>		
and							
and 14-2	<u>4.50</u>	<u>4.50</u>	<u>4.50</u>	<u>4.50</u>			
and 17							
and Fill	<u>3.50</u>	<u>3.50</u>	<u>3.50</u>	<u>3.50</u>			
avel							
avel 12, 4							
avel Bank Screened	<u>4.50</u>	<u>4.50</u>	<u>4.50</u>	<u>4.50</u>			
avel Bank Unscreened	<u>4.25</u>	<u>4.25</u>	<u>4.25</u>	<u>4.25</u>			
avel Crushed 53, 73							
p Soil							
ack Dirt							
g Mill							
ipper Box							

LEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

ocation "A": 5536 Hoagland Road Hoagland Ind. 46745
ocation "B": _____
ocation "C": _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Carl C. Kullinger
 Bidder or Agent

For Stone Street Gravel Inc
 Firm or Corporation

Subscribed and sworn to before me this 14 day of June, 1985

My Commission Expires

September 4, 1987

WDEAN BERCO T
ALLEN COUNTY

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees. If this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE HUNDRED AND NO/100THS-----

----- Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

----- Dollars on _____ Bank of _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Jennifer J. Ruprecht

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

STONE STREET GRAVEL, INC.

Name of Bidder—Print or Type

By Carl C. Widdinger

Signature of Person Authorized to Sign

Title Vice President

5536 Hoagland Road

Street Name and Number

Hoagland, Indiana 46745

City, State and Zip Code

Date June 14, 1985

SEE COVER LETTER

THE WESTERN CASUALTY AND SURETY COMPANY

Name of Company—Print or Type

Incorporated Kansas

In the State of:

Address Fort Scott, Kansas

By Jerry Culaco

SURETY

Witnessed by:

Jennifer J. Ruprecht

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE - FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." does hereby nominate, constitute and appoint

Jerry C. Waak of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970.

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws, and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 7th day of October, 1983

THE WESTERN CASUALTY AND SURETY COMPANY

STATE OF KANSAS
COUNTY OF BOURBON ss

By

J. F. Heim

Vice President



On this 7th day of October, A. D., 1983, before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came J. F. Heim, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1984

W. H. Shepard
Notary Public.



I, G. R. Cantrell, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 14th day of June, 1985.

G. R. Cantrell
Assistant Secretary.



MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1204
BID DATE: _____

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits 2 percent (2%), as a goal, of the undersigned's total bid to minority women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. Statewide Trucking	Hauling
2.	
3.	
4.	

Submitted on: JUN 14 1985 ¹⁹⁸⁵~~1984~~

By STONE-STREET GRAVEL, INC.
(Company Name)

CARL DIDLINGER, VICE PRESIDENT
(Name & Title of Person Authorized to sign)

Business Address: 5536 Hoagland Road

Hoagland, Indiana 46745

Phone Number: 219 639 6511

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

FT. WAYNE, IND.

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

STREET DEPARTMENT

1701 SOUTH LAFAYETTE STREET

Address FORT WAYNE, INDIANA 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14505. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)Page 1 of 21Ref. No. 1204Date May 28, 1985Date wanted 6/14/85

Fund

Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
AFFIRMATIVE ACTION: On File _____ Attached <u>X</u>				

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ YES ☐ NO

See instruction item No. 14 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

W & W Gravel Co. Inc.

Name of Company

Per _____ Title _____

Address RR #2Phone ROANCKE 2N 46782 Date 6/13/85

AGGREGATE COSTS:

	<u>DELIVERED</u>				<u>PICK-UP</u>		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidders Plant, Price Per Ton - Show Location.		
					"A"	"B"	"C"
Crushed Limestone:							
2, 10F							
3, 73							
5							
8, 9 (Type "P")							
8, 9 (Type "O")							
12 (Type "P")							
12 (Type "O")							
p Rap							
nd	<u>4.50</u>	<u>3.90</u>			<u>3.50</u>	<u>3.50</u>	
nd 14-2	<u>3.50</u>	<u>5.50</u>			<u>3.50</u>	<u>3.50</u>	
nd 17							
nd Fill	<u>3.95</u>	<u>3.95</u>			<u>3.00</u>	<u>3.00</u>	
avel	<u>3.95</u>	<u>3.95</u>			<u>2.50</u>	<u>2.95</u>	
avel 12, 4					2.50		
avel Bank Screened	<u>3.95</u>	<u>3.95</u>			<u>2.75</u>	<u>2.95</u>	
avel Bank Unscreened					<u>2.25</u>	<u>2.95</u>	
avel Crushed 53, 73	<u>5.25</u>	<u>4.95</u>			<u>3.50</u>	<u>4.25</u>	
p Soil	<u>7.50</u>	<u>8.50</u>			<u>6.00</u>	<u>7.50</u>	
ack Dirt		<u>8.50</u>					
g Mill	<u>/</u>	<u>/</u>					
ipper Box	<u>/</u>	<u>/</u>					

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

Location "A": St Anthony St East of Muldown Rd. 1/2 mile on north side

Location "B": U.S. 29 4 mi west I-69

Location "C": _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA.

Allen } SS:
COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

x Mark W. Allen
Bidder or Agent

For *W. A. W. & Co. Inc.*
Firm or Corporation

Subscribed and sworn to before me this 13 day of June 1985

My Commission Expires

March 26, 1989

R. L. E. Walter

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1204
BID DATE: 6-14-85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits Twenty percent (20%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. <u>W & W GRAVEL CO INC</u>	<u>GRAVEL PIT & OFFICE</u>
2.	
3.	
4.	

Submitted on: June 14, 1985

By W & W GRAVEL CO INC
(Company Name)

[Signature] V. PRES
(Name & Title of Person Authorized to sign)

Business Address: 8031 W. G. Line Rd.
Roanoke In. 46783

Phone Number: 219-672-2197

STATISTICAL INFORMATION FOR

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

WW CORPAC CO. INC.

DAVID D. WELKER

Name of Contractor or Supplier

(Information Given By)

11333 S. ANTHONY

Address And Telephone Number

6/14/85

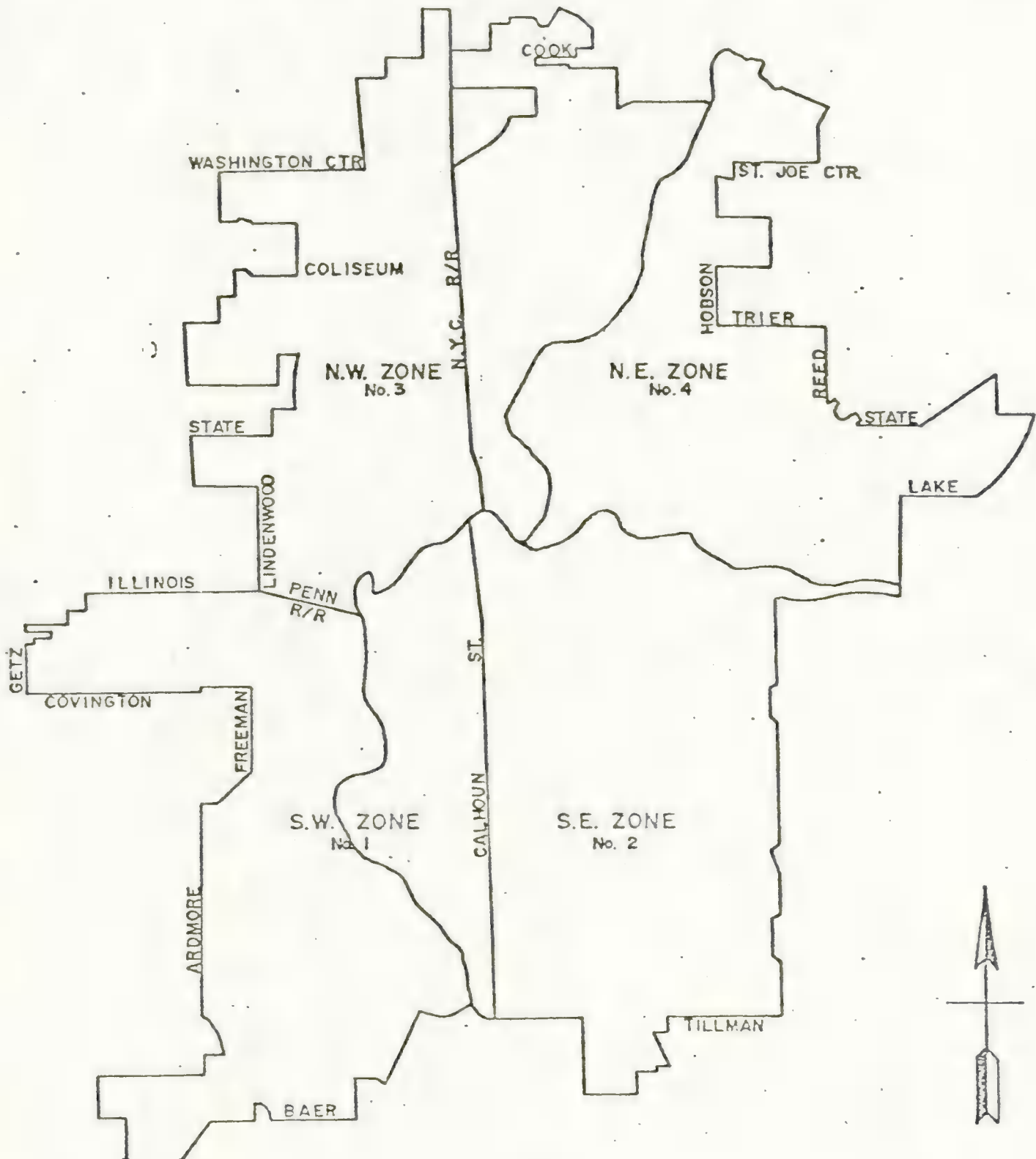
(Person Filled Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX										HANDICAPPED EMPLOYEES										TOTAL EMPLOYEES			
	W		M		BLK		H		Other		(Designate)	W		M		BLK		H		Other		(Designate)		
	M	F	M	F	M	F	M	F	M	F		M	F	M	F	M	F	M	F	M			F	
1. OFFICIAL & ADMINISTRATORS																								
2. PROFESSIONALS																								
3. TECHNICIANS																								
4. OPERATIVES	10																							
5. LABORER																								
6. OFFICE AND CLERICAL																								
7. SKILLED CRAFT WORKERS																								
8. SERVICE-MAINTENANCE WORKERS	5																							
9. SALES WORKERS																								
TOTALS	19																							
PERCENTAGES																								

Corporate City Limits

"Appendix 'A'"

Page 14 of 21



FOR USE IN AGGREGATE CONTRACTS ONLY

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees. If this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of five percent (5%) of the attached bid-----

----- Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

on _____ Dollars
of _____ Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

X Bob Walter

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

W. W. GRAVEL COMPANY, INC.

Name of Bidder—Print or Type

By X Michael Wheel Pres

Signature of Person Authorized to Sign

Title X Michael Wheel Pres

8031 West County Line Road

Street Name and Number

Roanoke, Indiana 46783

City, State and Zip Code

Date June 14, 1985

SEE COVER LETTER

RELIANCE INSURANCE COMPANY

Name of Company — Print or Type

Incorporated

In the State of: Pennsylvania

4 Penn Center Plaza

Address: Philadelphia, PA 19103

By William D. Neger

Sign on this line

SURETY

Witnessed by:

Norma J. Hoepfner

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 14th day of June 1985.



Assistant Secretary

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company W-W GRAVEL CO. INC
 Address 11333 S. ANTHONY EXT. City FT. WAYNE
 Zip _____ Phone 639 3897

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

DAVID D WELKER
 PLEASE PRINT _____ Title V.P. RES.
 Date 6/1/85 Signature [Signature]

1. Does your firm have a written Affirmative Action Program? _____ Yes _____ No
 A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
 B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes _____ No
 3. Current number of employees 19
 Number of employees as of October 1984 19 January 1985 17 April 1985 18
 and July 1985 19

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
<u>DRIVERS</u>	<u>8.10</u>	<u>5</u>
<u>OPERATORS</u>	<u>8.30</u>	<u>10</u>
<u>OFFICE</u>	<u>7-10</u>	<u>4</u>

EMPLOYEES BY RACE/ETHNICITY/SEX									
W		BLK		H		OTHER		(DESIGNATE)	
M	F	M	F	M	F	M	F		
<u>5</u>									
<u>10</u>									
	<u>4</u>								

Handicapped: _____ Yes X No

List Number 19

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____

_____ N/A _____

6. List minority recruitment sources: _____

7. Does your company anticipate an increase in employment this year? _____ Yes X No
Approximately how many? _____

8. What specific goals can you achieve for the employment of minorities during 1981-82?

- A. Officials and Managers _____ %
- B. Professionals _____ %
- C. Technicians _____ %
- D. Sales Workers _____ %
- E. Office and Clerical _____ %
- F. Skilled Craftsmen _____ %
- G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of W-W GRAVEL CO. INC. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy _____
W-W will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The _____
Company will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

W W GRAVEL CO. INC 6/14/85
Name of Company or Firm Date

David D. Welker
Signature of Highest Company Official

DAVID D. WELKER Pres.
Name and Title of Signer (Please type or Print)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

FT. WAYNE, IND.

INVITATION

Page 1 of 2

Ref. No. 1204

Date May 28, 1985

Date wanted 6/14/85

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address ROOM 940, ONE MAIN STREET, FORT WAYNE, IN 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET DEPARTMENT
1701 SOUTH LAFAYETTE STREET
 Address FORT WAYNE, INDIANA 46803

Fund
 Appropriation No. _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
 Time of Bids JUNE 14, 1985 at 10:00 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		AGGREGATES (STONE, GRAVEL, DIRT, ETC.) FOR USE BY THE STREET DEPARTMENT AND OTHER GOVERNMENT DEPARTMENTS OF THE CITY OF FORT WAYNE, INDIANA PER THE ATTACHED SPECIFICATIONS. THE TERM OF THE AGREEMENT SHALL BE FROM THE DATE OF AWARD UNTIL JULY 1, 1986.		
AFFIRMATIVE ACTION: On File <u>X</u> Attached _____				

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES NO

See instruction item No. 11 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

HIXSON SAND & GRAVEL, INC.
 Name of Company
 Per Thompson Title Secy. TREAS.
 Address 6138 CR 7
CARRETT TAIL 41-728 6-11-85

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished whenever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2814-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, and Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or acted over the signature of the bidder.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Room 940

One Main Street

Fort Wayne, Indiana 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of (NOT REQUIRED). The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of N.A. per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Rick Gladd

Street Commissioner

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

SPECIFICATIONS: Stone, Sand and Gravel

For furnishing, during the period of the contract and at the prices listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of bids.

DELIVERY AND CONTRACT PERIOD: The commodity shall be delivered to the location as ordered, or loaded into the City's trucks at the bidder's pit or plant throughout the calendar year 1984, ending December 31, 1984.

PRICING - INVOICING: The bidder's prices shall include all delivery charges, when applicable, and be submitted on the form included herein. Invoices must be submitted to the using Department together with the City's Standard Claim Form for each using Department. Delivered prices shall be established on the basis of delivery to each of the four quadrants of the City indicated on the attached map marked "Appendix 'A'". The lines of demarcation are established, area - wise, as nearly center as possible, the East - West division being at Calhoun Street & New York Central Railroad. The North - South division is made up of the Pennsylvania Tracks, St. Mary's and Maumee Rivers.

AWARD: The City reserves the right to accept any item or items in the bid, award one or more contracts, or award multiple contracts for one commodity, whichever, in the opinion of the awarding authority is in the best interest of the City.

GRADE QUALITY: Sizes and Grades of the material shall comply with the most recent Indiana State Highway specifications covering coarse and fine aggregates.

AGGREGATE COSTS:

	<u>DELIVERED</u>				<u>PICK-UP</u>		
	ZONE No. 1	ZONE No. 2	ZONE No. 3	ZONE No. 4	City Trucks at Bidders Plant, Price Per Ton - Show Location.		
Crushed Limestone:					"A"	"B"	"C"
1, 2, 10F							
53, 73							
1, 5							
1, 8, 9 (Type "P")							
1, 8, 9 (Type "O")							
1, 12 (Type "P")							
1, 12 (Type "O")							
Chip Rap							
and							
and 14-2	4.30	3.69	3.90	4.10	2.90		
and 17	5.65	5.25	5.40	5.40	4.00		
and Fill	3.45	3.45	3.65	3.60	1.90		
Gravel							
Gravel 12, X	5.25	5.00	4.95	5.00	3.50		
Gravel Bank Screened	4.00	4.25	4.00	4.25	2.75		
Gravel Bank Unscreened	3.50	3.75	3.85	3.75	2.25		
Gravel Crushed 53, 73	4.65	4.90	4.70	4.90	3.40		
Top Soil	8.25	8.00	7.75	8.00	6.50		
Black Dirt							
Gr Mill							
Tipper Box							

DELIVERED PRICES FOR 20 TEN LOADS

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIALS:

Location "A": 6178CR7 DEKALB COUNTY S.A. 205/CR7 So. 1/2 MILE

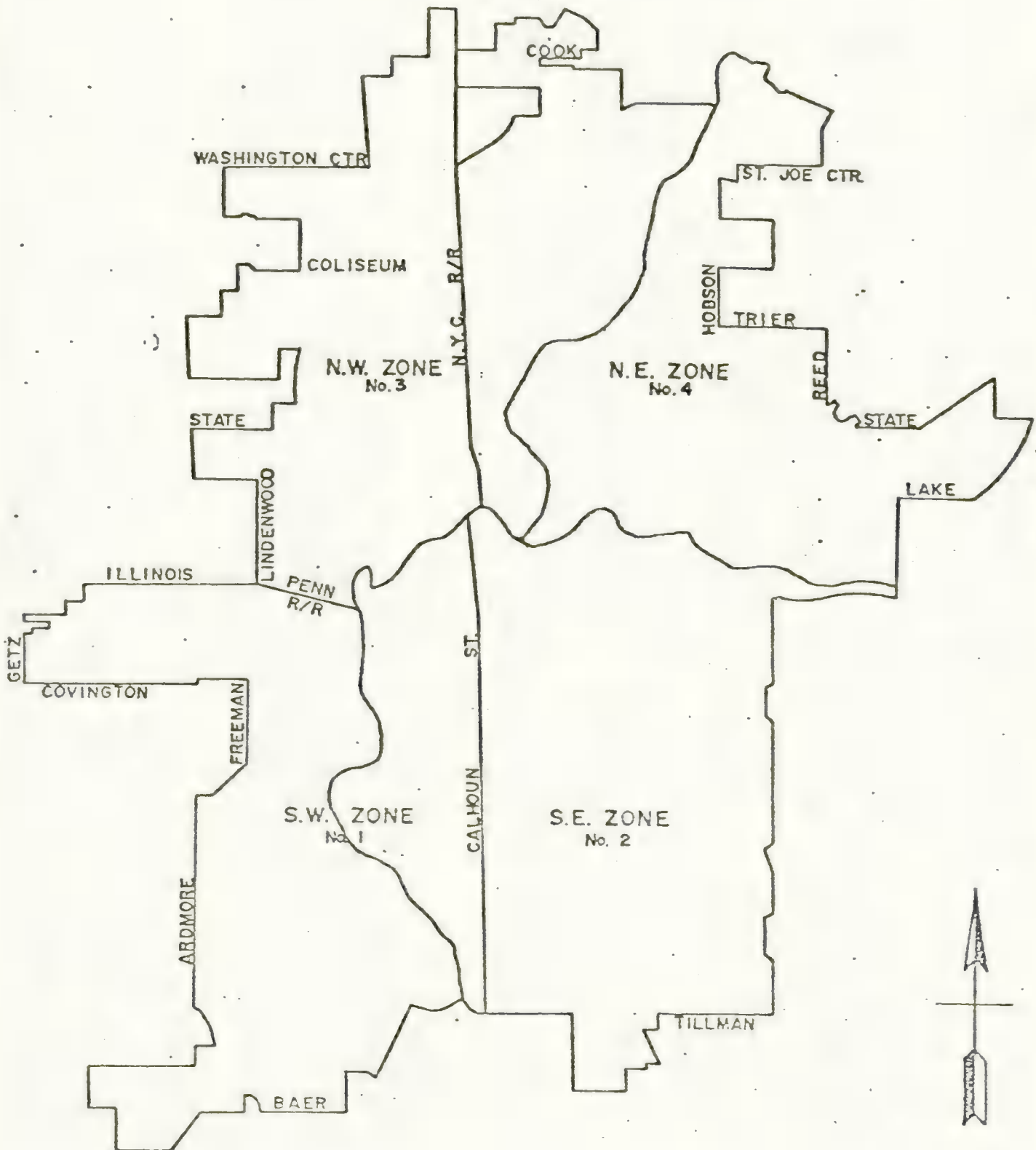
Location "B": _____

Location "C": _____

Corporate City Limits

"Appendix 'A'"

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FOR USE IN AGGREGATE CONTRACTS ONLY

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning 's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1204

BID DATE: 6-14-85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits TEN percent (10 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. HIXSON SAND & GRAVEL, INC.	AGGREGATE SUPPLIER
2.	
3.	
4.	

Submitted on: 6-14-85, 1984

By HIXSON SAND & GRAVEL, INC.
(Company Name)

Long J. Hixson Sec. Treas.
(Name & Title of Person Authorized to sign)

Business Address:

6178CR 7
CARRETT, IND. 46738

Phone Number:

219 357 4477

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
 DeKalb COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Leif Hixson Secy. Treas.
Bidder or Agent

For HIXSON SAND & GRAVEL, INC.
Firm or Corporation

Subscribed and sworn to before me this 11 day of June, 1985

My Commission Expires

October 14, 1985

Ronald W. Elrich

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Hundred and no/100

Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____ Dollars

on _____ Bank of _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Sandra Wilson

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

Sandra Wilson

SURETY

Hixson Sand & Gravel, Inc.
Name of Bidder—Print or Type
By [Signature] Hixson Sec. Treas.
Signature of Person Authorized to Sign
Title Secretary-Treasurer
6260 CR 7
Street Name and Number
Garrett, Indiana 46738
City, State and Zip Code
Date June 14, 1985

SEE COVER LETTER

American States Insurance Co.
Name of Company—Print or Type
Incorporated
In the State of: Indiana
Address Indianapolis, Indiana
By [Signature]
Sign on this Line

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint _____

----- RON DICKE AND BERNARD R. BRENNAN -----

(Jointly or Severally)

of Garrett and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 28th day of November

A. D. 19 84

(SEAL)

ATTEST: _____

Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By _____

Assistant Vice-President

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 28th day of November, A. D., 19 84, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1988

My Commission Expires

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 11th day of June

A. D., 19 85

(SEAL)

181-908

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

D-85-07-14

SYNOPSIS OF ORDINANCE: An ordinance approving the awarding of a bid with respect to the purchase of aggregates for the Street Department of the City of Fort Wayne per the specifications in Bid Reference #1204.

EFFECT OF PASSAGE: The Street Department will be able to obtain sand, gravel and other aggregates for its various projects.

EFFECT OF NON-PASSAGE: The Street Department will be unable to complete those projects which require gravel, sand and other aggregates.

MONEY INVOLVED (Direct costs, Expenditures, Savings):

May Stone & Gravel - \$30,000.00

Hixson Sand & Gravel - \$20,000.00

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-07-14

REPORT OF THE COMMITTEE ON FINANCE

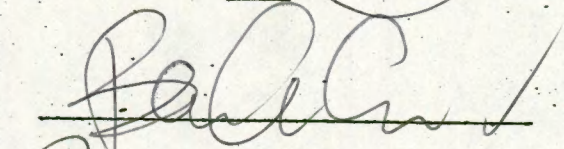
WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Civil City Purchase
Orders #A-40690 and #A-40691 with May Stone and Gravel and Hixon Gravel
and Sand, respectively, for the Street Department of the City of Fort
Wayne, Indiana

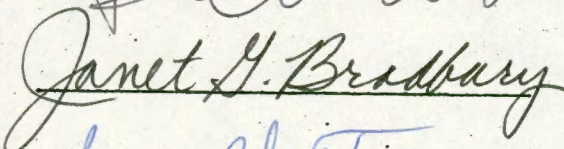
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN

YES

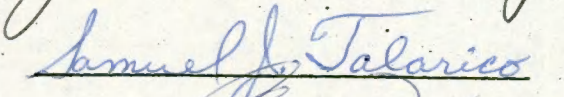
NO



BEN A. EISBART
CHAIRMAN



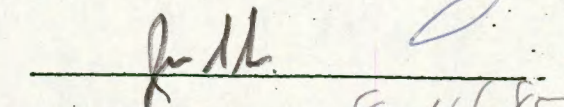
JANET G. BRADBURY
VICE CHAIRWOMAN



SAMUEL J. TALARICO



THOMAS C. HENRY



JAMES S. STIER

CONCURRED IN 8-14-85

SANDRA E. KENNEDY
CITY CLERK